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AASIR AZZARMI, PLAINTIFF( PRO SE)

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK (MANHATTAN)

**AASIR AZZARMI**

Plaintiff, Pro Se

v,

**SEDGWICK CLAIMS  
MANAGEMENT SERVICES, INC.,  
SEDGWICK SIU, QBE NORTH  
AMERICA OPERATIONS,  
COVENTBRIDGE(USA), INC.,  
DONALD NEUBAUER**

Defendants

**RELATED CASE (CONSOLIDATED  
CASE) to 7:20-cv-09155-KMK**

**DEMAND FOR A JURY TRIAL**

) **CASE:**

) **VERIFIED COMPLAINT FOR:**

) (1) VIOLATION OF 42 U.S.C. 1985(2);

) (2) VIOLATION OF 42 U.S.C. 1985(3);

) (3) VIOLATION OF 42 U.S.C. § 1983

) [FOURTH AMENDMENT-BIVENS

) CLAIM];

) (4) VIOLATION OF 42 U.S.C. § 1986

) (5) VIOLATION OF 42 U.S.C. § 1983

) [FIFTH AMENDMENT]

) (6) VIOLATION OF 42 U.S.C. §

) 1983[MALICIOUS PROSECUTION];

) (7) VIOLATION OF 42 U.S.C. § 1983

) [EIGHTH AMENDMENT];

) (8) VIOLATION OF 42 U.S.C. § 1983

) [FALSE ARREST];

) (9)VIOLATION OF 42 U.S.C. § 1983

) [FOURTEENTH AMENDMENT/

) EQUAL PROTECTION];

) (10)VIOLATION OF 42 U.S.C. § 1983

) [FIRST AMENDMENT/FIRST

) AMENDMENT RETALIATION];

) (11)VIOLATION OF 42 U.S.C.

) 2000bb-1(c) (RFRA);

) (12)ERISA § 502(a)(1)(B), 29 U.S.C. §

) 1132(a)(1)(B)

) (13)MALICIOUS PROSECUTION;

) (14) 28 U.S.C. 1343(a)(1)(2)(3)(4);

) (15) BAD FAITH FAILURE TO

) SETTLE(CALIFORNIA LAW)

) (16)BREACH OF CONTRACT

) (17) NEGLIGENCE/NEGLIGENCE

) PER SE

## INTRODUCTION

1. This is a related action for money damages and injunctive/declaratory relief against Defendants and arises out of Defendants conspiracy to deprive Plaintiff of his Constitutional rights, Defendants actual intentional deprivations of Plaintiff's Constitutional rights and retaliation for Plaintiff's exercise of his religion (Islam) and Constitutional rights, ERISA § 502(a)(1)(B), 29 U.S.C. § 1132(a)(1)(B)(against Defendants Sedgwick CMS and QBE), Breach of Contract(against Defendant QBE), Bad Faith Failure to Settle/Bad Faith Denial of Insurance Claim(against Defendant QBE). All State claims are under California law. Plaintiff is allowed to sue for monetary damages under 42 U.S.C. 2000bb-1(c) (RFRA)(Defendants DO NOT HAVE IMMUNITY under the RFRA, including Defendant Neubauer) see *Tanzin v. Tanvir*, 141 S. Ct. 486, (2020)

## JURISDICTION AND VENUE

2. This action arises under ERISA § 502(a)(1)(B), 29 U.S.C. § 1132(a)(1)(B), 42 U.S.C. § 1983, VIOLATION OF 42 U.S.C. 1985(2), 42 U.S.C. § 1985(3), VIOLATION OF 42 U.S.C. § 1986, 28 U.S.C. 1343(a)(1)(2)(3)(4); and 42 U.S.C. 2000bb-1(c) to redress the deprivation of rights secured by the United States Constitution. This Court has original jurisdiction over these federal claims under 28 U.S.C. § 1331 because the matters in controversy arise under the Constitution and laws of the United States, thus raising federal questions. The Court also has diversity jurisdiction under 28 U.S.C. § 1332 because Plaintiff is/was a citizen of California and DEFENDANTS are and/or were New York citizens and transact business within this New York district. The Court also has jurisdiction under 28 U.S.C. § 1343 because this action is brought to redress the deprivation of federally secured rights, privileges, and immunities. The Court has authority to render declaratory judgments and to issue permanent injunctive relief under 28 U.S.C. §§ 2201 and 2202.

## PARTIES

3. Plaintiff Aasir Azzarmi ("Azzarmi" or "Plaintiff"), is a citizen of the state of California.

**4. DEFENDANT SEDGWICK CLAIMS MANAGEMENT SERVICES, INC. (herein referred to as "Sedgwick" or "SEDGWICK CMS" or "Defendants"),** an Illinois company, which maintains its headquarters at 8125 Sedgwick Way, Memphis, Tennessee 38125, and is a business incorporated in the State of New York.

**5. DEFENDANT SEDGWICK SIU, (herein referred to as "SEDGWICK SIU" or "SIU" or "SEDGWICK CMS" or "Defendants"),** a subsidiary of DEFENDANT \_\_\_\_\_

1 *SEDGWICK CLAIMS MANAGEMENT SERVICES*, is a domestic business  
2 corporation organized and existing under the laws of an Illinois company, which  
3 maintains its headquarters at 8125 Sedgwick Way, Memphis, Tennessee 38125, and  
4 is a business incorporated in the State of New York.

5  
6 **6. DEFENDANT COVENTBRIDGE GROUP (USA) Inc. (herein referred to as**  
7 **“Coventbridge” or “Defendants”)** is a domestic business corporation organized  
8 and existing under the laws of Delaware, incorporated in the State of New York.  
9 which maintains its headquarters at 9485 Regency Sq. Blvd, in Jacksonville, Florida.

10  
11 **7. DEFENDANT DONALD NEUBAUER (herein referred to as “Neubauer” or**  
12 **“Defendants”)** is a New York citizen, a NY cop or retired NY cop and is still, as a  
13 matter of law, considered a current public official, as he receives a pension from the  
14 State of New York. Defendant Neubauer was employed by other Defendants to  
15 intentionally violate Plaintiff’s constitutional rights. According to DEFENDANT  
16 COVENTBRIDGE GROUP (USA) Inc., Defendant Neubauer is not a current  
17 employee, but was previously employed by “Coventbridge.”

18 **8. DEFENDANT QBE NORTH AMERICA OPERATIONS (herein referred to as**  
19 **“QBE” or “Defendants”)** maintains its headquarters here in this SDNY judicial  
20 district, at 55 Water Street, New York, NY 10041 and is registered to transact  
21 business in the State of New York. QBE alleges on its website that it is a **“part of**  
22 **QBE Insurance Group Limited, headquartered in Sydney, Australia,”** However,  
23 Defendant QBE North America company also alleges on its website that **“The North**  
24 **American division, headquartered in New York, conducts business through its’**  
25 **property and casualty insurance subsidiaries.”**

26 **FACTS**

27 9. Around to mid-late July 2019 through present(2022) and continuing, Defendants  
28 personally conspired and are continuing to violate Plaintiff’s constitutional rights (First

1 Amendment rights,Fourth Amendment rights, Fifth Amendment rights, Eighth  
2 Amendment rights , Fourteenth Amendment rights and equal protection of the law).

3  
4 10. Beginning in or around mid to late July 2019 through present(2022) and  
5 continuing, Defendants committed acts in furtherance of the conspiracy.

6  
7 11. From mid to late July 2019 through present(2022) and continuing, because of  
8 Defendants conspiracy and acts in furtherance of their conspiracy, Plaintiff has been  
9 deprived of life, property, liberty, First Amendment rights,Fourth Amendment rights,  
10 Fifth Amendment rights, Eighth Amendment rights , Fourteenth Amendment rights  
11 and equal protection of the law.

12 12. Defendants conspiracy is/was motivated by racial (Hispanic ) and/or religious  
13 (Islam) animus.

14 13. Two of the main ringleaders, Defendant Neubauer(employed by Def.  
15 CoventBridge and Davis Secemski (employed by Def. Sedgwick CMS), of the  
16 conspiracy are both white (race) and Jewish(religion).

17 14. Upon information and belief, John Buehler (employed by Defendants QBE,  
18 Sedgwick CMS, Sedgwick SIU) who is the third main ringleader of the conspiracy, is  
19 also white (race) and Jewish(religion)

20 15. Beginning in or around mid to late July 2019 through present(2022) Defendants  
21 conspired to maliciously prosecute Plaintiff, falsely arrest Plaintiff, falsely imprison  
22 Plaintiff and to deprive Plaintiff of his life, property and liberty.

23 16. As a proximate result of Defendants conspiracy and acts in in furtherance of  
24 their conspiracy, Plaintiff has been deprived of his constitutional rights and deprived  
25 of life, property, and liberty.

26 17. In mid-late July 2019, Defendant Neubauer, pretending to be an active NY cop,  
27 was not acting as a private citizen at any point during his investigation, as he told  
28 third parties that he was conducting a criminal investigation against Plaintiff, in his  
official capacity as a NY cop, for fraud and larceny in attempt to imprison Plaintiff.

18. Upon information and belief, in mid to late July 2019 Defendant Neubauer  
informed Federal officers that Plaintiff was a "Muslim terrorist."

1 19. In mid to late July 2019, a Federal officer seized Plaintiff and informed Plaintiff  
2 that “a NY cop who has been investigating you and doing surveillance on you  
3 (referring to Plaintiff) informed Federal authorities that you (referring to Plaintiff, who  
4 is a Muslim) that you “had been planning to blow up a few NY Federal buildings as  
5 an act of jihad.” (Jihad is colloquially understood by non-Muslims as radical religious  
6 Islamist ideology, a synonym for terrorism)

7 20. In mid to late July 2019, Plaintiff was seized by around 5 or more Federal  
8 officers.

9 21. In mid to late July 2019, in a separate instance, Federal officers came knocking  
10 on residential doors on a different day to arrest or seize Plaintiff a second time. See  
11 *Rateau v. City of New York*, 06-CV-4751 (KAM) (CLP) (E.D.N.Y. Sep. 29, 2009)  
12 (“even where there is no claim that a defendant actually restrained or confined a  
13 plaintiff, a claim of false arrest or false imprisonment may lie where a plaintiff can  
14 ‘show that . . . defendan[t] instigated his arrest, thereby making the police . . . agents  
15 in accomplishing [defendant’s] intent to confine the plaintiff.” See *Weintraub v. Board*  
16 *of Educ.*, 423 F. Supp. 2d 38, 45 (E.D.N.Y. 2006) (quoting *Carrington v. City of New*  
17 *York*, 201 A.D.2d 525, 526-27 (2d Dep’t 1994)); see *King v. Crossland Sav. Bank*, 111  
18 F.3d 251, 255 (2d Cir. 1997)”)

19 22. In or around mid to late July 2019, Plaintiff received a call from a Federal officer  
20 who wanted to interview Plaintiff about these alleged criminal acts , as Plaintiff was  
21 informed that he was going probably going to be arrested and detained. On this  
22 phone call, the Federal officer asked Plaintiff about his race and religious beliefs,  
23 while also asking if Plaintiff had a personal relationship with Jose Pimentel, another  
24 Hispanic Muslim, who was accused of to planning to wage jihad against the United  
25 States by intending to detonate pipe bombs in New York City in retaliation for the  
26 death of Anwar al-Awlaki, a Muslim cleric in Yemen.

27 23. On or around July 20, 2019, Plaintiff was also informed that a NY cop was  
28 making different and separate criminal charges and criminal accusations against  
Plaintiff and that Plaintiff “will probably need to consult with a criminal defense  
attorney.”

24 24. On or around July 24, 2019, Defendant Neubauer, testified as a witness to a NY  
25 judge that he was a NY cop who conducted a criminal investigation on Plaintiff and  
26 his police investigation concluded that Plaintiff committed criminal acts of fraud and  
27 grand larceny.

28 25. Defendant Neubauer knowingly violated Plaintiff’s Constitutional rights out of his  
own personal interest, as Defendant Neubauer was being financially compensated

1 by the other Defendants to knowingly violate Plaintiff's Constitutional rights to deprive  
2 Plaintiff of his life, property and liberty.

3 26. At all times. Defendants knew that the assertions they made to the police were  
4 false at the time that they made them.

5 27. Defendant Neubauer, as both the cop and witness , exercised the power he  
6 possessed by virtue of state law to manufacture criminal charges against Plaintiff to  
7 deprive Plaintiff of his life, property and liberty.

8 28. Defendant Neubauer, as both the cop and witness , intentionally gave false  
9 information to the police and a judge in NY (perjury) to deprive Plaintiff of his life,  
10 property and liberty.

11 29. At all times, Defendant Neubauer, acting on behalf of the other Defendants and  
12 as both a NY state cop and witness, intentionally misrepresented evidence,  
13 intentionally falsified evidence, intentionally committed perjury and acted in bad faith  
14 to intentionally deprive Plaintiff of his life, property and liberty.

15 30. Defendants, including but not limited to Defendant Neubauer had no probable  
16 cause to believe that the criminal proceeding could succeed and, hence, should be  
17 commenced against Plaintiff.

18 31. Upon information and belief, Defendant Neubauer informed Federal officials that  
19 Plaintiff was a "Muslim terrorist."

20 32. At all times, Defendants lacked probable cause to initiate criminal proceedings  
21 against Plaintiff.

22 33. Def. Sedgwick CMS and Def. QBE's employee, John Buehler, wrote in an email  
23 to Def. Neubauer, that John Buehler wanted Def. Neubauer to "**push**" for a "**fraud**  
24 **charge.**"

25 34. Defendant Neubauer was clothed with the authority of state law or  
26 pretended to be clothed with the authority of state law when Defendant Neubauer  
27 was pretending to be an active NY cop while conducting surveillance on Plaintiff.

28 35. At all times, Defendant Neubauer was literally "acting" under the color of state  
law when investigating Plaintiff's alleged crimes.

36. Defendants attempted to commence a criminal proceeding against plaintiff  
without probable cause.



1 37. Defendants attempt to commence a criminal proceeding against Plaintiff was  
2 malicious as it was based solely on Defendants personal financial interests and to  
3 deprive Plaintiff of his constitutional rights and of his life, property and liberty.

4 38. Because Defendants criminal accusations/charges against Plaintiff were 100%  
5 false and 100% maliciously manufactured, the criminal proceedings terminated in  
6 Plaintiff's favor.

7 39. From mid- July 2019 through present (2022), Defendants are still continuing their  
8 conspiracy and still committing acts in furtherance of their conspiracy to continue to  
9 further deprive Plaintiff of life, property and liberty and constitutional rights.

10 40. Defendants' conspiracy and acts in furtherance of their conspiracy have caused  
11 Plaintiff's harm and damages (emotional, monetary, reputational, etc.)

12 41. Defendant QBE North America, the insurer, violated Cal. Code Regs. tit. 10 §  
13 2695.7(a) by discriminating against Plaintiff, the insured, in its claims settlement  
14 practices based upon Plaintiff's race and religion.

15 42. Defendant QBE North America, caused Plaintiff's harm and damages (emotional,  
16 monetary, reputational, etc.) by its bad faith and failure to settle Plaintiff's insurance  
17 claims.

18 43. Defendant QBE North America failed to act with proper cause as Defendant QBE  
19 North America, the insurer, placed its own interests above those of Plaintiff,  
20 the insured.

21 44. Defendants, directly or indirectly, conspired to maliciously prosecute Plaintiff,  
22 falsely arrest Plaintiff, falsely imprison Plaintiff and to deprive Plaintiff of his life,  
23 property and liberty.

24 45. Plaintiff sent Defendant QBE North America a reasonable settlement demand of  
25 \$125,000.00.

26 46. Defendant QBE North America, in bad faith, refused to settle Plaintiff's  
27 insurance claims.

28 47. Defendant QBE North America initially accepted Plaintiff's reasonable settlement  
demand of \$125,000.00, agreeing to settle Plaintiff's insurance claims for  
\$125,000.00.

48. Because QBE wanted to breach its contract with Plaintiff, QBE conspired with the  
other Defendants to violate Plaintiff's constitutional rights by fabricating evidence,  
paying other Defendants to employ Defendant Neubauer to commit perjury and

1 manufacture criminal charges against Plaintiff to avoid having to pay Plaintiff's  
2 reasonable settlement demand of \$125,000.00 that QBE accepted.

3 49. After Defendants engaged in their conspiracy and committed acts to further their  
4 conspiracy, Def. QBE then breached its contract and failed to accept Plaintiff's  
5 reasonable settlement demand for the amount of \$125,000.00, which was within Def.  
QBE's policy limits.

6 50. Def. Sedgwick CMS, acting as the TPA for Def. QBE, informed Plaintiff that  
7 \$125,000.00 was within Def. QBE's policy limits, as Def. Sedgwick informed Plaintiff  
8 that Def. Sedgwick had authority to settle Plaintiff's insurance claims for \$125,000.00  
because it was within Def. QBE's policy limits.

9 51. Defendants, conspired to deprive Plaintiff, directly or indirectly, of equal  
10 protection of the laws based on his race and/or religion.

11 52. Defendants actions deprived Plaintiff of his property without due process of law.

12 53. Defendants conduct was carried out under color of state law and  
13 Plaintiff had a constitutionally protected property interest in reimbursement of 100%  
14 of medical expenses, workers compensation benefits, insurance settlement with  
15 QBE North America for personal injuries.

16 54. Defendants maliciously prosecuted Plaintiff.

17 55. Defendants initiated and/or participated in the earlier proceedings to attempt to  
18 maliciously prosecute Plaintiff for fraud and larceny.

19 56. Defendants attempt to prosecute Plaintiff for crimes they manufactured, which  
20 had no factual basis, was intentional and malicious.

21 57. Defendants attempt to maliciously prosecute Plaintiff for fraud, larceny, or  
22 terrorism was without probable cause.

23 58. The earlier proceeding ended in Plaintiff's favor to the extent that Plaintiff was  
24 never convicted for fraud, larceny, or terrorism.

25 59. Beginning around early 2020, Plaintiff was deprived of life, liberty  
26 and property without due process of law. U.S. CONST. amend. XIV;

27 60. Defendants conspired to deprived Plaintiff him of property and/or property  
28 interests.

61. Defendants actually deprived Plaintiff of his property and/or property interests.



1 62. Defendants acting in concert committed unlawful acts or committed lawful acts by  
2 unlawful means, through their agreement between themselves to inflict a wrong  
3 against Plaintiff and injure Plaintiff.

4 63. Defendants conspiracy to commit unlawful acts and/ or committing of lawful acts  
5 by unlawful means, through their agreement between themselves, to inflict a wrong  
6 against Plaintiff caused Plaintiff damages of over \$125,000.00

7 64. Defendants personal conduct caused Plaintiff to be deprived of his property and/or  
8 property interests.

9 65. On or around July 24, 2019, Defendants Sedgwick CMS, Sedgwick SIU, QBE  
10 North America, and Coventbridge specifically paid Donald Neubauer, a cop or  
11 retired cop, to commit perjury and fabricate evidence to deprive Plaintiff of life and of  
his property and/or property interests.

12 66. On or around July 24, 2019, Defendant Neubauer, a cop or retired cop,  
13 committed perjury to intentionally deprive Plaintiff of life and his property and his  
14 property interests.

15 67. Sometime around late 2019/2020 and continuing through present (2022), Plaintiff  
16 is/ was deprived of life, property and/or property interests, as a proximate result of  
Defendants conduct.

17 68 Defendant Neubauer, a public government official, is not immune from suit  
18 because he knew that perjury is a crime and knew that he was intentionally violating  
19 Plaintiff's clearly established statutory and constitutional rights  
at the time of his conduct.

20 69. Defendant Neubauer, a retired NY cop of around 20 years or more , knew or  
21 reasonably should have known that his conduct of accepting money from the other  
22 Defendants to commit the crime of perjury, would violate Plaintiff's constitutional  
23 rights.

24 70. Defendants conduct was to intentionally and maliciously deprive Plaintiff of  
25 medical treatment in violation of Eighth Amendment and Fourth Amendment. Carlson  
26 v. Green, 446 U.S. 14, 17–18 (1980) (recognizing a Bivens claim for failure to  
provide medical treatment).

27 71. Plaintiff has actually been deprived of his First, Fourth amendment rights,  
28 Fifth Amendment rights, Eighth Amendment, and Fourteenth Amendment rights  
secured by the Constitution as a result of Defendants' conduct and conspiracy.

1 72. In 2022, Defendants have repeated their conduct to further deprive Plaintiff of his  
2 property and/or property interests, life and liberty.

3 73. Defendants were, at all times, acting in their personal interests and were  
4 motivated by their personal interests.

5 74. Defendant Neubauer was acting solely in his personal interests, separate and  
6 apart from his duties as police officer or retired police officer.

7 75. Defendants, all of them, participated in a conspiracy to bring unfounded criminal  
8 charges against Plaintiff for fraud, larceny, and/or terrorism.

9 76. Plaintiff was never convicted or charged or prosecuted fraud, larceny, or  
10 terrorism.

11 77. Because Defendants conducting is continuing and reoccurring and has  
12 happened in 2022 and/or in mid-late July 2019, Plaintiff's claims are timely.( A cause  
13 of action accrues at the time of the last event necessary to complete the tort --  
14 usually when the plaintiff suffers an injury. Kach, 589 F.3d at 634 (citing United States  
15 v. Kubrick, 444 U.S. 111, 120 (1979)).

16  
17 78. From January 2017 through present, Defendants Sedgwick CMS and QBE  
18 North America had legal duties to use due care in providing Plaintiff with substantial  
19 medical treatment by a licensed medical doctor under California Workers  
20 Compensation laws.

21  
22 79. From January 2017 through present, Defendants Sedgwick CMS and QBE North  
23 America breached their legal duties to use due care in providing Plaintiff with  
24 substantial medical treatment by a licensed medical doctor under California Workers  
25 Compensation laws.

26  
27 80. From January 2017 through present, instead of providing Plaintiff with substantial  
28 medical treatment by a licensed medical doctor, Defendants Sedgwick CMS and  
QBE North America intentionally and wantonly used out-of-state claims adjusters to

1 delay and deny requests for authorization of medical treatment for reasons of  
2 medical necessity to cure or relieve, in violation of California Labor Code §4610 (1)  
3 that only a licensed physician may modify, delay, or deny requests for authorization  
4 of medical treatment for reasons of medical necessity to cure or relieve, and (2)  
5 timely responses to requests for authorization by the injured employee's requesting  
6 treating physician.

7  
8 81. In or around 2015-2016, Defendant Sedgwick CMS, on behalf of Defendant QBE  
9 North America (joint venture liability), was aware that Sedgwick's pattern and  
10 practice of intentionally and wantonly using out-of-state claims adjusters, WHO ARE  
11 NOT LICENSED PHYSICIANS, to delay and deny requests for authorization of  
12 medical treatment was in violation of California Labor Code §4610, as Defendant  
13 Sedgwick CMS was fined \$1,129,600.00 by the State of California's Division of  
14 Workers Compensation.

15  
16 82. From January 2017 through present, Defendants Sedgwick CMS and QBE North  
17 America intentional violations of California Labor Code §4610 and their breach of  
18 their other legal duties (under California law) to authorize Plaintiff's medical treatment,  
19 **as medical treatment can only be delayed or denied by a licensed California**  
20 **physician**, was the proximate or legal cause of Plaintiff's injuries.

21 83. Plaintiff properly made a claim for STD and LTD benefits under ERISA.  
22

23 84. Plaintiff exhausted the Plan's administrative appeals process for his STD and  
24 LTD benefits, which is managed exclusively by Defendant Sedgwick CMS.  
25

26 85. Plaintiff is entitled to STD and LTD benefits under the plan's terms.  
27

28 86. Plaintiff was denied STD and LTD benefits by Def. Sedgwick CMS.

1 87. Plaintiff and Def. QBE had 2 contracts (one contract for Long Term Disability  
2 benefits that he purchased and another contract for \$125,000.00 to settle Plaintiff's  
3 personal injury claims under the first contract)

4  
5 88. Plaintiff performed all of his contractual obligations under the terms of the 2  
6 contracts Plaintiff had with Defendant QBE.

7  
8 89. Defendant QBE breached the 2 contracts by refusing to pay Plaintiff any of the  
9 LTD insurance benefits that Plaintiff was entitled to and then subsequently refusing to  
10 pay Plaintiff the "full and final settlement" lump sum of \$125,000.00 in lieu of paying  
11 Plaintiff the weekly LTD insurance benefits Plaintiff was entitled to under the contract.

12  
13 90. Plaintiff has been injured by Defendant QBE North America's breach of the 2  
14 contracts, causing Plaintiff damages of over \$125,000.00.

**PRAYER FOR RELIEF**

15 91. Defendants intentional violation of Plaintiff's Constitutional rights have  
16 proximately caused Plaintiff damages over \$300,000.00 since 2018 and continuing  
17 through present. Therefore, Plaintiff prays for monetary damages, punitive damages,  
18 emotional damages, declaratory relief, injunctive relief, equitable relief, etc.

19  
20 92. Plaintiff reserves the right to amend the complaint to adding additional facts/  
21 details and to update damages that are continuing in 2022 and will continue beyond  
22 2022.

23  
24 DATE: 06/15/2022

25  
26   
27 AASIR AZZARMI, PLAINTIFF, PRO SE  
28

**VERIFICATION OF COMPLAINT**

I, Aasir Azzarmi, being duly sworn, deposes and says that:

I am the Pro Se Plaintiff in this case and I have read the foregoing Verified Complaint, and know the contents thereof; the same is true to my personal knowledge, except these matters which are stated to be alleged "upon information and belief, and as to those matters which I believe them to be true or believed them to be true. I declare under penalty of perjury and pursuant to 28 U.S.C. § 1746 and under the laws of the U.S. that the foregoing is true and correct.

Date: 07/1/2022

  
AASIR AZZARMI  
PLAINTIFF, PRO SE